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## AMENDMENT OF OIL, GAS AND MINERAL LEASE

**§ §** 

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT §

WHEREAS, an Oil, Gas and Mineral Lease effective on April 22, 2008 (the "Lease"), record in the official public records of Tarrant County, Texas as document number D208195145, was executed by and between Lucy M. Wilson, ("Lessor"), and Dale Property Services, L.L.C., whose address is 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, and subsequently conveyed all right title and interest to the lease in an assignment dated on July 11, 2008 to Chesapeake Exploration, L.L.C., ("Chesapeake"), and whose address is 6100 North Western Avenue, Oklahoma City, OK 73118, (hereinafter referred to as ("Lessee").

WHEREAS, the Leased Premises described in the Oil, Gas and Mineral Lease reads as follows:

0.225 acres of land, more or less, called Blk 8 Lot 3 of the Villages of Fairfield Addition, an addition to the City of Arlington, Tarrant County, Texas, according to the Plat thereof recorded in Volume A, Page 1624, Plat Records, Tarrant County, Texas.

**NOW THEREFORE,** for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Lessor and Lessee do Hereby amend the Lease as follows:

(a) The undersigned do hereby add the following to the Lease as Provision 27.

"For the same consideration recited above, Lessor hereby grants, assigns and conveys unto lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled

therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease."

The Lessor does by these presents ratify, confirm and adopt the Lease thereto as amended hereby, and do further grant, let, lease and demise unto the Assignee all of the land described therein, together with all rights thereunder, under the same terms and conditions contained in the original Lease, except as herein amend.

Executed by each party on the date set forth in their respective acknowledgments below, but effective for all purposes as of  $\frac{27}{2008}$ .

LESSOR: LUCY M. WILSON

**ACKNOWLEDGEMENT** 

STATE OF TEXAS

COUNTY OF Tarrant

This instrument was acknowledged before me on the 21 day of Mary, 2010, by

Notary Public, State of Texas

Notary's commission expires: 7-26-201>

DANA R. JONES

Notary Public
State of Texas

My Comm. Expires 07-26-2012

## SUZANNE HENDERSON

**COUNTY CLERK** 



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

**DALE RESOURCES** ATTN; ANN VANDENBERG 2100 ROSS AVE STE 1870 LB-9 **DALLAS, TX 75201** 

Submitter: DALE RESOURCES LLC

## **DO NOT DESTROY** WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration:

6/14/2010 3:29 PM

Instrument #:

D210142027

OPR

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PGS

\$20.00

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ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: DNCLARK